

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Faegre Baker Daniels LLP

2. Registration No.

6269

3. Name of Foreign Principal

Japan Ministry of Agriculture, Fisheries and Forestry

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant is to research and describe to client information related to U.S. agriculture policies and other policy issues which might affect international trade negotiations and trade relations. Registrant reports to client principally through monthly written reports, and will be available to client to discuss and respond to questions concerning these subjects.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant is to use its knowledge and experience in international trade issues to efficiently research and report monthly to the client concerning agriculture trade issues affecting the United States and Japan.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

| Date of Exhibit B | Name and Title | Signature |
|-------------------|---------------------------------|-------------------------------|
| May 22, 2015 | David C. Lyons, Senior Director | /s/ David C. Lyons eSigned |

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

AGREEMENT
between
Japan Ministry of Agriculture Fisheries and Forestry
and
FaegreBD CONSULTING

I. INTRODUCTION

FaegreBD Consulting ("FBDC"), a division of Faegre Baker Daniels LLP, is pleased to enter into a contractual agreement ("Agreement") with the Japan Ministry of Agriculture, Fisheries and Forestry ("MAFF") to provide information and political analysis about the agricultural policies of the United States, including the specific contents and problems of the agricultural policies and the political backgrounds and trends of the agricultural policies.

II. SCOPE OF WORK

FBDC working primarily through David Lyons will accomplish the following tasks:

- * Gather the appropriate information from all possible sources.
- * Use knowledge and experience to evaluate the information.
- * Prepare 6 monthly written reports for MAFF and submit by the end of each month.
- * Respond to all inquiries and regularly communicate on the subject with the official of the International department of MAFF.

III. PARTIES

The Agreement shall be between FBDC and MAFF.

IV. TERM OF THE AGREEMENT

This Agreement shall commence on April 1, 2015 and terminate on April 11, 2015 under the provisional budget of Japan. Provided that 2015 FY principal budget of Japan is approved, it shall continue until September 30, 2015.

During the term set forth above, FBDC shall provide professional consulting services for \$1,563 for the abovementioned contract period based on the provisional budget of Japan. In case of the approval of 2015 FY principal budget of Japan, FBDC shall provide the services for \$26,000 for the contract period, April 1, 2015 to September 30, 2015. This fee compensates FBDC for fulfilling the scope of work outlined in Section II above inclusive of all expenses such as communication (teleconferences, courier, and overnight delivery service and related costs), travel, meals, copying and mailing costs.

Payment for services to be made quarterly, every three months, with \$13,000 to be paid just after June 30, 2015 and \$13,000 to be paid just after September 30, 2015 in case of the approval of 2015 FY principal budget in Japan.

V. CANCELLATION

Either party may cancel this contract, without cause, with thirty (30) days' written notice.

VI. CONFIDENTIALITY AND CONFLICTS OF INTEREST

FBDC shall maintain the confidentiality of all proprietary client information. FBDC shall not accept any potential client matter in conflict with the work to be performed for MAFF during the time that FBDC is working on these MAFF matters.

VII. AMENDMENT

This Agreement may be amended or supplemented only by written agreement of MAFF and FBDC.

VIII. WAIVER OF BREACH

Any failure of FBDC or MAFF to comply with any provision of this Agreement may be expressly waived in writing, but such waiver shall not be construed as a waiver of or an estoppel with respect to any subsequent breach.

IX. INDEPENDENT CONTRACTOR

FBDC is retained by MAFF for the sole purpose and to the extent set forth in this Agreement. FBDC's relationship with MAFF during the term of this Agreement shall be that of an independent contractor. FBDC may represent, perform services for, or be employed by such additional clients as FBDC sees fit, subject to Section VII above. FBDC shall have the right to select the means, manner, and method of performing its services under this Agreement. FBDC shall not be considered to be an employee, partner, or agent of MAFF by reason of the provisions of this Agreement or otherwise. FBDC may, at FBDC's own expense, use employees or subcontractors to perform the consulting services.

X. NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and shall be deemed to have been duly given if delivered by e-mail.

Invoices shall be delivered by mail to the official designated by MAFF.

XI. ASSIGNMENT; SUCCESSORS AND ASSIGNS

Except as otherwise provided herein, neither party shall have the right to assign, transfer, or delegate, whether involuntarily or by operation of law, any right or obligation under this Agreement, without the prior written consent of the other party. Any purported assignment,

transfer, or delegation in violation of this section shall be null and void. Subject to the foregoing limits on assignment and delegation, this Agreement shall be binding and shall inure to the benefit of the parties and their respective successors and assigns.

XII. SEVERABILITY

If any provision of the Agreement is invalid, illegal, or unenforceable, the balance of this Agreement shall remain in full force and effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances.

XIII. NATURE OF SERVICES

FBDC is a consulting services division of the law firm Faegre Baker Daniels LLP. FBDC does not provide legal services. The protections of the attorney-client relationship do not apply to FBDC services. Any required legal services will be provided by Faegre Baker Daniels under a separate agreement. MAFF is under no obligation to use the services of both FBDC and Faegre Baker Daniels. FBDC complies with the Federal Lobbying Disclosure Act and the Foreign Agents Registration Act if those requirements apply to services under this Agreement.

XIV. OTHER

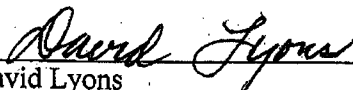
FBDC must follow the attached document 'Specification for providing the information related to the agriculture policies'.

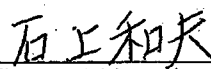
XV. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties.

XVI. APPROVAL

FBDC and MAFF enter into this Agreement according to the terms outlined in this document.


David Lyons
Senior Director
FaegreBD Consulting


Kazuo Ishigami
Official in charge of disbursement of the
procuring entity.
Director of Accounting Division,
Minister's Secretariat
Japan Ministry of Agriculture, Forestry
and Fisheries

Date: April 1, 2015

Date: April 1, 2015



Specification for providing the information related to the agriculture policies

1. PROJECT PURPOSE

This project aims to surely and timely collect the information related to the agriculture policies of the United States, because the Ministry of Agriculture, Forestry and Fisheries, hereinafter referred to as "MAFF", needs to collect such information in more detail and timely and analyze that in order to respond appropriately to the ongoing international trade negotiations and other policy issues.

2. PROJECT SUMMARY

The contractor submits the electric data of the following work products to the official of the International Affairs Department of MAFF and/or the other official who he designates, hereinafter referred to as "MAFF designated official", by e-mail.

1) Monthly Reports;

Monthly Reports include some information related to the agriculture policies and other policy issues, such as movements of Congress and U.S. government, actions, statements and comments of the Agricultural groups, Congressmen and U.S. government high officials who have big effects to the agriculture policies of the U.S.

The contractor has to sum up this information by each month and submit the Monthly Report to MAFF designated official by the end of each month.

2) Specific requests and questions by MAFF designated official;

The contractor has to answer a reasonable number of specific requests and questions related to the agriculture policies by reasonable deadlines which MAFF designated official sets individually.

MAFF designated official decides the contents of the specific requests or questions based on the situations of the ongoing international trade negotiations and other policy issues and can request and question several times per month.

3. WORK PRODUCTS

The contractor submits the electric data of the following documents to MAFF designated official by e-mail.

- 1) Monthly Reports
- 2) Responses to the specific requests and questions by MAFF designated official

Note) The contractor has to check for virus before submitting.

4. PROJECT PERIOD

Project period is from 1st April to 30th September in 2015 (6 months).

5. OTHERS

- 1) The contractor must meet confidentiality obligation and shall not leak the information which the contractor knows through this project to other persons and use this information for other purposes, regardless of the project period.
- 2) The contractor must consult with MAFF designated official and carry out under the instructions of MAFF designated official, when the contractor comes up with the questions which are not described in this specification.